

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2012-031 New Hampshire Real Estate Commission v. Matthew Mousavi &
Patrick Luther & Nicholas Coe & Faris Lee Investments, Inc.

Allegations: RSA 331-A:3; RSA 331-A:22-a; RSA 331-A:34

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Matthew Mousavi & Patrick Luther & Nicholas Coe & Faris Lee Investments, Inc. ("the Respondents"), agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondents pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondents would be:

Respondents Matthew Mousavi & Patrick Luther & Nicholas Coe & Faris Lee Investments were listing and marketing for sale property located in the state of New Hampshire (Pep Boys, 274 Amherst Street, Nashua NH) without a New Hampshire real estate license. Respondent Matthew Mousavi is licensed as a California real estate salesperson #01732226; Respondent Patrick Luther is licensed as a Arizona real estate salesperson

#SA579712000 and as a Nevada real estate salesperson #0169792; and
Respondent Nicholas Coe is licensed as a California real estate salesperson
#01226006.

2. Respondents immediately withdrew the property listing after contact by the Commission and have been cooperative with the Commission regarding the matter. Their attorney came into the New Hampshire Real Estate Commission office to discuss the matter with the Commission investigator. Respondents have been apologetic about their lack of understanding regarding requirements for marketing property in New Hampshire and assured that they had never before done this in New Hampshire nor would they ever do it again without proper licensure.
3. The Respondents acknowledge and do not contest the allegations described in Paragraphs 1 and 2 above.
4. The Respondents consent to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondents shall agree to Cease & Desist any and all unlawful real estate activities in the State of New Hampshire without a New Hampshire real estate license. Failure to accept this Settlement Agreement will result in a Cease & Desist hearing.
5. The Respondents failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
6. Except as provided in Item 4 and 5 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondents have engaged

in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.


7. The Respondents voluntarily sign this Settlement Agreement and state that no promises or representations have been made to them other than those terms and conditions expressly stated herein.
8. Respondents understand that their action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
9. Respondents have had the opportunity to seek and obtain the advice of an attorney of their choosing in connection with their decision to enter into this Agreement.
10. Respondents understand that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondents specifically waive any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced their right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
11. Respondents certify that they have read this document titled Settlement Agreement. Respondents understand that they have the right to a formal adjudicatory hearing concerning this matter and that at said hearing they would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondents fully understand the nature, qualities and dimensions of these rights. Respondents understand that by signing this Agreement, they waive these rights as they pertain to the misconduct described herein.

12. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

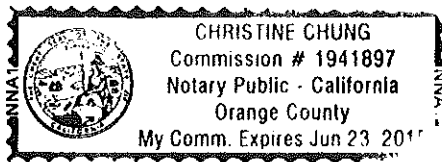
For the Respondents

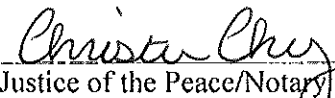
We, Matthew Mousavi & Patrick Luther & Nicholas Coe & Faris Lee Investments Inc, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against us, and, of our own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, we knowingly and freely waive our right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: March 12th, 2013


Matthew Mousavi
Respondent

On this March day of 12 A.D. 2013
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.





Justice of the Peace/Notary Public

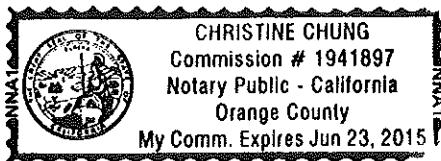
My commission expires:

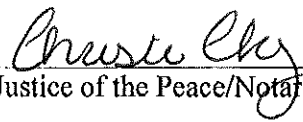
June 23, 2015

Dated: March 12, 20 13


Patrick Luther
Respondent

On this 12th day of March A.D. 20 13
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



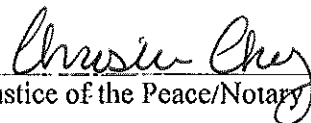

Justice of the Peace/Notary Public
My commission expires:
June 23, 2015

Dated: MARCH 12, 20 13

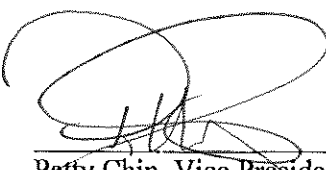

Nicholas Coo
Respondent

On this 12th day of March A.D. 20 13
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



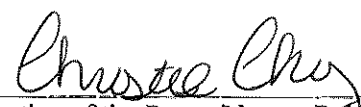

Justice of the Peace/Notary Public
My commission expires:
June 23 2015

Dated: March 12, 2013


Patty Chin, Vice President, for Faris Lee
Investments, Inc.
Respondent

On this 12th day of March A.D. 2013
personally appeared the person who subscribe to the following instrument and acknowledged the
same as her/his voluntary act and deed before me.



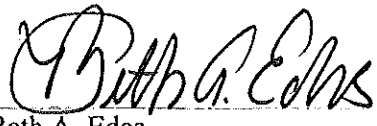

Justice of the Peace/Notary Public

My commission expires:

June 23, 2015

For the Commission

Dated: March 25, 2013


Beth A. Edes
Executive Director
of the NH Real Estate Commission